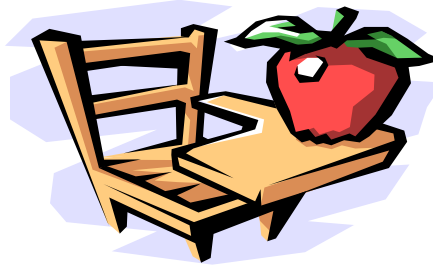


CALIFORNIA DEPARTMENT OF HEALTH SERVICES



**REQUEST FOR PROPOSAL
NUMBER 00-90916**

**FOR THE
EVALUATION OF THE IN-SCHOOL TOBACCO USE PREVENTION
EDUCATION PROGRAM**



**Tobacco Control Section
601 North 7th Street, MS-555
P.O. Box 942732
Sacramento, CA 94234-7320
www.dhs.ca.gov/tobacco**

DEPARTMENT OF HEALTH SERVICES

714/744 P STREET
P.O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 327-5425



August 4, 2000

TO: Prospective Applicants

SUBJECT: Request for Proposal (RFP) # 00-90916

Attached is the RFP # 00-90916 entitled "Evaluation of the In-School Tobacco Use Prevention Education Program."

The RFP specifies eligibility, submission requirements, and tentative timelines. Please read the RFP carefully, as this is an open competitive process and proposals must comply with all instructions to be reviewed. Proposals are due in the California Department of Health Services, Tobacco Control Section (CDHS/TCS) office by, **no later than 5 p.m., on September 15, 2000**.

A copy of the RFP and all required forms are also available online at the CDHS/TCS website: www.dhs.ca.gov/tobacco. In addition, the Policy Section of the CDHS/TCS Competitive Grantees Administrative and Policy Manual is available on the website to assist potential applicants to prepare their proposals.

If your organization is interested in submitting a proposal, it would be beneficial to attend the scheduled Information Meeting. Please bring a copy of the RFP with you to the meeting. Answers to questions about the RFP will only be provided at this meeting. Technical assistance regarding programmatic content **will not** be available at the meeting nor through phone calls.

INFORMATION MEETING

Tuesday, August 15, 2000

12 p.m. to 1:30 p.m.

California Department of Health Services

Lillian Gish Conference Room

611 N. 7th Street

Sacramento, CA 95814

(916) 327-5425

Prospective Applicants
Page 2
August 4, 2000

If anyone attending the Information Meeting requires special accommodations for the hearing impaired, please call Lisa Alves, at (916) 327-5425, by August 9, 2000.

Dileep G. Bal, M.D., Chief
Cancer Control Branch

TABLE OF CONTENTS

I.	INTRODUCTION	
A.	BACKGROUND	1
B.	PURPOSE	2
II.	GENERAL INFORMATION	
A.	WHO MAY APPLY	3
B.	CONTRACT PERIOD AND FUNDING LEVELS.....	3
C.	RFP INFORMATION MEETING.....	4
D.	PROPOSAL SUBMISSION REQUIREMENTS	4
E.	REVIEW PROCESS	6
F.	APPEAL PROCESS	7
G.	TIMELINE	8
H.	CONTRACT TERM AND CONDITIONS.....	8
III.	STATEMENT OF WORK	
A.	EVALUATION PLAN	10
B.	DATA COLLECTION AND PREPARATION PLAN.....	10
C.	ANALYTIC PLAN	12
D.	REPORTS AND DELIVERABLES PLAN	12
IV.	PROPOSAL DEVELOPMENT	
A.	GENERAL INSTRUCTIONS	14
B.	PROPOSAL REQUIREMENTS	15
V.	SUMMARY OF ITEMS TO BE INCLUDED IN THE PROPOSAL	25
VI.	LIST OF ATTACHMENTS	26
VII.	LIST OF APPENDICES	34

I. INTRODUCTION

A. BACKGROUND

Tobacco use is the single most preventable cause of illness, disability, and premature death today in the United States and California. In California, more than 30,000 people die each year from tobacco related diseases, and tobacco use costs the state's economy more than \$10 billion a year in health related costs and loss of productivity. In November 1988, California voters approved the Tobacco Tax and Health Protection Act of 1988 (Proposition 99), which added a 25 cent tax to each pack of cigarettes and a proportional amount to other tobacco products sold in the state. These additional tobacco taxes were earmarked for tobacco-related research, health education, health care, and environmental conservation. Twenty percent of the added tobacco taxes were designated to support a comprehensive tobacco use prevention education campaign with two major goals: 1) protection of nonsmokers and children from environmental tobacco smoke; and 2) reduction of tobacco usage by adults and youth.

The enabling legislation for Proposition 99, Assembly Bills (AB) 75, 99, 816 and Senate Bill (SB) 391 have mandated the California Department of Health Services, Tobacco Control Section (CDHS/TCS) to evaluate the effectiveness of the tobacco use prevention programs. The pertinent portions of the California Health and Safety Code, Section 104375 to this school evaluation are:

- c) The department shall produce or contract for, and update biennially, a description of programs to be effective in reducing smoking and tobacco use, and the identification of portions of target populations that need information regarding the hazards of tobacco use. **The department in consultation with the State Department of Education, shall conduct or contract, for an evaluation of the effectiveness of the tobacco use prevention education program as implemented in the public schools that receive funding for tobacco use prevention education pursuant to Sections 104420, 104425, 104435, and 104445.** The purpose of the evaluation shall be to direct the most efficient allocation of resources appropriated under this article to accomplish the maximum prevention and reduction of tobacco use. The comprehensive evaluation shall be designed to measure the extent to which programs funded pursuant to this article promote the goals identified in this article and in Proposition 99 of the November 1988 general election. All information resulting from the evaluation shall be made available to the State Department of Education for purposes of improving its ability to implement and oversee the provision of effective tobacco use prevention education programs. The evaluator shall:*
 - 1) Assess the effectiveness of tobacco use prevention education programs designed to prevent and reduce tobacco use among students. In support of this primary goal, the evaluation shall:*
 - A) Report findings on the effectiveness of programs and strategies currently in use in California schools that prevent and reduce tobacco use.*
 - B) Select a research strategy that will identify formal and informal factors that might account for differences in tobacco use by students, including, but not limited to, formal prevention education strategies.*

- C) *Incorporate in the evaluation quantitative as well as qualitative data. The data shall include, but are not limited to:*
- i) *Student data, including attitudes, knowledge, and behavior based upon a statistically valid random sample of school districts and students.*
 - ii) *Curriculum data, including diversity of curricula, evidence of appropriateness to grade level, gender and ethnicity, and the extent of the inclusion of prevention approaches identified in research literature.*
 - iii) *School data, including intensity of emphasis on tobacco use prevention and evidence of counseling or treatment referral systems.*
 - iv) *Community data, including the existence of parent networks and the participation of community service organization including local lead agencies, in prevention.*
- c) *School districts shall agree, as a condition of receiving money pursuant to this article, to participate in the evaluation if chosen by the evaluator.*

B. PURPOSE

Through this Request for Proposal (RFP), CDHS/TCS is seeking a contractor to conduct the evaluation of the tobacco use prevention education program in California schools funded by the Tobacco Tax and Health Protection Act of 1988. This evaluation is to include a survey during the 2000-2001 school year on tobacco use behaviors and attitudes of California youth in grades 6-12. It will also include a school administration survey to be completed by the chief administrator/principal of the school and a lead health education teacher survey to be administered to the same schools. These surveys are to be used in conjunction with other quantitative and qualitative data to produce a comprehensive report evaluating the in-school tobacco use prevention education program in California.

The in-school evaluation of the tobacco use prevention education program must meet the requirements of the California Health and Safety Code Section 104375 as outlined above in Section A. Thus, the evaluation should seek to determine program effectiveness and provide information useful for improving the program.

As part of the evaluation of the in-school program, the youth survey will provide 2001 data regarding youth tobacco use prevalence, knowledge and attitudes about tobacco use and its harmful effects, and exposure to anti-tobacco educational programs. This is to be done using a survey methodology that can be repeated in the future years to determine changes over time. The youth survey is to provide representative statewide data, including sub-group populations, and sub-samples representative of 12 counties/regions. These regions have been chosen based on geographic and demographic similarities as well as the regions that CDHS/TCS use for funding local programs. **In addition the data collected must be provided to CDHS/TCS along with technical documentation that will facilitate analyses by outside researchers.**

The results of the surveys will be used by the California Department of Education (CDE), CDHS/TCS and others for planning purposes and for evaluation of the effects of the school based tobacco use prevention education program. **County- and region-specific data, as well as the data for minority populations, are a high priority for program planning and evaluation at the local level.**

II. GENERAL INFORMATION

A. WHO MAY APPLY

1. Any public or private corporation that meets the following criteria is eligible to respond to this RFP:
 - a. Demonstrated experience in evaluating effectiveness of health promotion, behavior change, and interventions.
 - b. Demonstrated expertise in carrying out school-based surveys covering knowledge, attitudes, and behaviors regarding chronic disease risk factors such as tobacco use.
 - c. Demonstrated capabilities in data collection, data management, quality control procedures, and in providing quality products to funding agencies.
2. For applicants claiming private non-profit status, either certification from the State of California, Office of Secretary of State or a letter from the Department of the Treasury, Internal Revenue Service classifying the applicant's administrative agency as a private non-profit must be included with the submission of the proposal.
3. Any agency, with the exception of universities and colleges, that receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract, is not eligible for funding under this RFP. Agency certification to this effect is required on Attachment 6. See Appendix A for a partial list of tobacco company subsidiaries.

With regard to universities and colleges, any Principal Investigator who within the last five years from the start date of the contract period-, or during the term of the contract, receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company, is not eligible for finding under this RFA. The Principal Investigator's certification to this effect is required on Attachment 6. See Appendix A for a partial list of tobacco company subsidiaries.

B. CONTRACT PERIOD AND FUNDING LEVELS

1. A maximum of \$750,000 is estimated to be available for this RFP. One contract will be awarded for a twelve (12) month period beginning December 1, 2000 and ending November 30, 2001. **Proposals submitted must include a contract period for the entire 12 months.**
2. CDHS/TCS reserves the right to fund none of the proposals submitted in response to this RFP.
3. Funding for this contract is dependent upon the availability of revenues from the Cigarette and Tobacco Surtax Fund. Funding is contingent upon the availability of anticipated appropriations in fiscal years 2000-2001 and 2001-2002. If there are changes in the legislative mandates, court action, or other administrative changes affecting the project, the Scope of Work shall be changed to comply with these actions. The contract may be terminated by CDHS/TCS upon 30 days notice to the prime contractor.

4. Expenses associated with preparing and submitting a proposal are solely the responsibility of the agency and will not be reimbursed by CDHS/TCS.

C. **RFP INFORMATION MEETING**

An information meeting is scheduled for August 15th from **9:00-10:30 a.m.** at the location listed below. The RFP will be reviewed and questions will be answered at this meeting.

August 15, 2000

Continental Plaza
Lilian Gish Room
611 North 7th Street
Sacramento, CA 95814

NOTE: All attendees must check-in at the guard station at 611 N. 7th Street.

All costs incurred by individuals attending the information meeting are the sole responsibility of these individuals and will not be reimbursed by CDHS/TCS.

If, upon reviewing this RFP, a potential proposer has any question regarding the RFP or how to respond to it or discovers any problem, including any ambiguity, conflict, discrepancy, omission, or any other error, the proposer shall immediately notify the State in **writing** and request clarification or modification of this RFP. All such inquiries shall identify the author, agency name and address, and shall identify the subject in question, specific discrepancy, section and page number or other information relative to describing the discrepancy. All questions regarding this RFP must be submitted in written form only. No oral questions regarding this RFP will be answered except during the Information Meeting on August 15, 2000. **All written inquiries/questions must be received by CDHS/TCS no later than 5 p.m. on August 18, 2000. Inquiries/questions received after August 18 will not be accepted.** All inquiries/questions are to be labeled and addressed as follows:

QUESTIONS RFP#00-90916
Ken O'Neill
Tobacco Control Section
California Department of Health Services
601 North 7th Street, MS-555
P.O. Box 942732
Sacramento, CA 94234-7320

All persons requesting copies of the RFP will be sent copies of any written questions received and their respective responses.

D. **PROPOSAL SUBMISSION REQUIREMENTS**

1. **Letter of Intent**

For the purpose of planning the review process, all prospective applicants are to submit a letter notifying CDHS/TCS of the intent to submit an application. **One (1) signed letter of intent should be received by 5 p.m., August 18, 2000.** The letter of intent must be submitted on the applicant's letterhead and state the following: the name and number of the RFA under which the application will be submitted and the estimated budget request. E-mail documents will not be accepted. Mail or fax the letter of intent to:

Tobacco Control Section
ATTN: Ken O'Neill
California Department of Health Services
P.O. Box 942732, MS #555
Sacramento, CA 94234-7320
FAX: (916) 327-5424

Clearly indicate "Evaluation of the In-School Tobacco Use Prevention Education Program RFP #00-90916" on the outside of the mailing envelope or FAX transmittal sheet.

2. Proposal

Submit one signed original (clearly marked "original"), plus ten (10) copies of the entire proposal. Clearly indicate "Evaluation of the In-School Tobacco Use Prevention Education Program RFP #00-90916" on the outside of the mailing envelope. **Proposals must be received by 5 p.m., Friday, September 15, 2000, at CDHS/TCS.**

- FAX and e-mail documents will not be accepted. It is the sole responsibility of the applicant to ensure that CDHS/TCS receives the required number of copies of the proposals by the above deadline. No exceptions will be made.
- A late or an incomplete proposal will be considered non-responsive and will not be reviewed for funding.
- No changes, modifications, corrections, or additions may be made to the proposal once it is received. No exceptions will be made.

Deliver completed proposals to CDHS/TCS:

U.S. Postal Service (USPS) Delivery Address: If you submit a proposal through USPS, either regular or priority mail, send the package to the following address. **Private shipping companies DO NOT deliver to this address.**

Tobacco Control Section
ATTN: Diane Hightree
California Department of Health Services
P.O. Box 942732, MS #555
Sacramento, CA 94234-7320

"Evaluation of the In-School Tobacco Use Prevention Education Program"
RFP #00-90916

Hand Delivery or Private Shipping Company Address: If you deliver in person or submit a proposal using a private shipping company (e.g., UPS or FedEx) use the street address below. **The U.S. Postal Service WILL NOT deliver ANY mail to the street address, including priority mail.**

Tobacco Control Section
ATTN: Diane Hightree
California Department of Health Services
601 North 7th Street, MS 555
Sacramento, CA 95814

“Evaluation of the In-School Tobacco Use Prevention Education Program”
RFP #00-90916

*** See Appendix B for directions to CDHS/TCS. ***

E. REVIEW PROCESS

1. Review for Completeness and Compliance with RFP Requirements

Proposals will be date and time stamped upon receipt. Each proposal **received by CDHS/TCS by 5 p.m., on September 15, 2000**, will be reviewed for completeness and compliance with the information and instructions provided in this document. **Proposals must be complete at the time of submission and include the required number of copies. Late or incomplete or non-compliant proposals will be rejected.** CDHS/TCS reserves the right to waive any deviations it considers to be immaterial.

2. Review Scoring and Funding Consideration

a. Technical Proposal Scoring

A committee assembled by CDHS/TCS will evaluate proposals. The Committee may include representatives of CDE staff, CDHS/TCS staff, and evaluation and survey research experts.

Technical proposals will be scored on a scale of 0 to 180 points. The maximum point value of each section is as follows:

(1)	Agency Qualifications and Experience	50 points
(2)	Scope of Work	
	(a) Evaluation Plan	40 points
	(b) Data Collection and Preparation Plan	25 points
	(c) Analytic Plan	25 points
	(d) Plan for Deliverables	20 points
	(e) Budget and Budget Justification	<u>20 points</u>
		180 points

To advance to the Cost Proposal scoring stage and to be considered for funding, proposals must have a minimum technical proposal total score of 140 points. The “Cost Proposal” is the total amount bid or requested by the applicant.

b. Cost Proposal Scoring

The lowest Cost Proposal shall earn 20 points. The remaining proposals shall earn Cost Proposal points by applying the following formula:

$$\frac{\text{Lowest Proposal Amount}}{\text{Your Proposal Amount}} = \frac{\quad}{\quad} \times 20 \text{ points} = \text{Cost Score}$$

c. Final Score Calculations

The points for the Cost Proposal will be combined with the points for the technical proposal. A proposal may earn a maximum of 200 points.

Possible points:

Technical Proposal	180 points
<u>Cost Proposal</u>	<u>20 points</u>
Total	200 points

d. Optional Oral Interviews

CDHS/TCS reserves the right in consultation with CDE, at its sole discretion, to conduct oral interviews with the top two ranking applicants to establish the capability of the applicant. If CDHS/TCS decides to conduct oral interviews, scoring criteria and instructions will be sent under separate cover to the qualifying applicants.

3. **Notification of Decision**

The contract will be awarded to the proposal with the highest combined score. Each applicant, whether selected for funding or denied, will be notified in writing of the funding decision. Applicants may receive, upon written request directed to CDHS/TCS, the consensus review tool summary page for their application which provides the score and overall strengths and weaknesses of their application.

4. **Contract Negotiation**

Following the award notification, contract negotiations will occur with the potential contractor in a timely manner. CDHS/TCS reserves the right to reject any proposed project(s) or project component(s). Following contract negotiations, the contractor is required to submit a detailed Scope of Work, Budget, and Budget Justification in accordance with CDHS/TCS requirements, which will become part of the formal contract. Upon completion and approval of these documents, the contract will be fully executed and work will commence.

CDHS/TCS reserves the right to withdraw any award if an acceptable Scope of Work, Budget and other CDHS/TCS required forms are not received by CDHS/TCS within 45 calendar days of being negotiated by CDHS/TCS and the awardee.

In the event that CDHS/TCS is unable to execute a contract with the initial successful agency, CDHS/TCS reserves the right to continue the evaluation of the applications and select the application that next most closely meets the requirements specified in this RFP and that received a passing score.

F. **APPEAL PROCESS**

Only those agencies that submit a proposal within required guidelines and are not selected may appeal. There is NO appeal process for proposals that are submitted late or are incomplete. Letters appealing the final proposal selection must be received **no later than 5 p.m. on October 20, 2000, at the address indicated below**. FAX copies are acceptable; however, e-mail transmitted documents will not be accepted. Appeals shall be limited to the grounds that CDHS/TCS failed to correctly apply the standards for reviewing or evaluating the proposals as specified in this RFP. The appellant must file a full and complete written appeal, including the issue(s) in dispute, the legal authority or other basis for the appellant's position, and the remedy sought. Appellants who file an incomplete appeal

(e.g., an appeal that is made without stating issues, legal authority or other basis for the appeal) will not be accepted.

Appeals must be addressed to:

Donald O. Lyman, M.D., Chief
Appeal RFP#00-90916
Division of Chronic Disease and Injury Control
California Department of Health Services
601 North 7th Street, MS 504
P.O. Box 942732
Sacramento, CA 94234-7320
Fax number: (916) 327-5424

The Chief of the Division of Chronic Disease and Injury Control or his designee will hold an oral hearing and then come to a decision based on the combination of the written appeal letter and the hearing. The decision of the Division Chief shall be the final administrative remedy. Appellants will be notified of decisions regarding their appeal in writing within ten (10) days of their hearing date.

G. **TIMELINE**

August 3, 2000	Release of RFP
August 15, 2000	Information Meeting
August 18, 2000	Written Inquiries Deadline
August 18, 2000	Letters of Intent due
September 15, 2000	Proposals due by 5 p.m.
October 10, 2000	Award Decision Posted
October 20, 2000	Appeal Deadline
December 1, 2000	Contract period begins
November 30, 2001	Contract period ends

H. **CONTRACT TERM AND CONDITIONS**

1. Copyright and Ownership of Materials

CDHS/TCS shall be the owner of all rights, title and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a contract funded from this RFP, whether published or unpublished. The specific language that will be incorporated into the boilerplate language of each contract funded by CDHS/TCS can be found at CDHS/TCS website: www.dhs.ca.gov/tobacco. If successful in your response to this request for proposal, you must comply with the copyright and ownership of materials language. Review "Copyright and Ownership of Materials" carefully. Changes to this language will **not** be negotiated at any time during the RFP process nor with a successful applicant awarded a contract under this RFP.

2. Sample Contract Language

Please see CDHS/TCS website: www.dhs.ca.gov/tobacco which provides sample language for the contract services to be provided under this RFP.

3. Contract Award Renewal

Contract award is for a 12-month period. Proposals must be for the entire period. CDHS/TCS will have the option of renewing the contract for two additional years under the same terms and conditions. It is understood that if CDHS/TCS asserts this right, the Scope of Work (and corresponding Budget) will only apply to the first and third years of the agreement.

4. Required Evaluation Reports

Please see in **Section III, Statement of Work**, of this RFP for a description of the required reports and monthly face-to-face progress reports that will be required as deliverables for this contract.

III. STATEMENT OF WORK

A. EVALUATION PLAN

The school evaluation shall include an assessment of the effectiveness of school-based Tobacco Use Prevention Education (TUPE) programs. This assessment of TUPE entitlements and the competitive high school grant projects shall take into account any data and findings of evaluations conducted or funded by CDE. The evaluation should consider all data that has been previously collected in California schools (such as CDHS/TCS's Independent Evaluation) to help provide a baseline to make comparisons about changes and effectiveness. The evaluation will include an accounting of how monies allocated for the school prevention programs were expended (how much money is budgeted, type of interventions implemented, etc.). The guidelines for evaluating school-based programs outlined in California Health and Safety Code Section 104375 call for an assessment of school-based tobacco use prevention activities, and measurement of student response to these activities. A survey of school districts and schools is to be conducted to describe their tobacco control policies and curricula. The federal Center for Disease Control and Prevention (CDC) guidelines for school-based programs and the US Department of Education's principles of effectiveness is to be utilized as the standard to evaluate the extent to which schools in the state are providing "state of the art" tobacco use prevention programming for students. The data also is to be analyzed to determine the relative changes in students' knowledge, attitudes, and behavior as a function of various school-based interventions.

B. DATA COLLECTION AND PREPARATION PLAN

1. Sampling Issues

CDC will provide the selection of schools, scan the answer sheets and weight the data for the administration of this survey. The initial contact with the schools will be done by CDHS/TCS from September to November, while the award is being determined and the contract negotiated. Consequently, DHS/TCS will notify the selected schools, inform them about the survey, and try to obtain approval for participation. In December 2000, the contractor will take over these duties from CDHS/TCS when the contract term begins. Although not responsible for these activities, the contractor will be expected to work with CDHS/TCS and CDC in facilitating them. The survey-sampling frame will include 425 schools throughout the state. Assuming an 85 percent participation rate, approximately 360 schools will be surveyed. The final sample will include approximately 120 middle schools (grade levels 6th-8th) and 240 high schools (grade levels 9th-12th) that will be divided roughly evenly among the 12 regions; thus, about 10 middle schools and 20 high schools per region will be surveyed. At each school three classrooms will be randomly selected to participate in the survey. Due to the requirement for active parental consent, obtaining high student participation will be imperative. If 70 percent of students participate, then approximately 50 students will be surveyed at each school. Thus, the total number of students surveyed statewide will be approximately 18,000, with about 500 middle and 1000 high school students per region. This number of students per region ensures that regional prevalence estimates will have a margin of error at less than 5 percent for middle school and for post-stratified grade levels 9-12.

The definition of the county/regional groups will be as follows:

1. Los Angeles
2. San Diego

3. Orange
4. Santa Clara
5. San Bernardino
6. Riverside
7. Alameda
8. Contra Costa, Marin, San Francisco, San Mateo, Solano
9. Fresno, Imperial, Kern, Kings, Madera, Mariposa, Merced, Tulare
10. Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Mono, Napa, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Sonoma, Tehama, Trinity, Tuolumne
11. Sacramento, San Joaquin, Stanislaus, Yolo, Yuba
12. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura

In consideration of CDHS/TCS's multiple needs, this sampling plan has been chosen in consultation with CDC and a sampling statistician who has designed similar sampling plans for other states. Even though other sampling plans may be appropriate, only this sampling plan will be considered due to time constraints of the sample selection and the need to contact the schools as soon as possible.

2. Data Collection and Preparation Plan

a. Instruments

The student tobacco survey instrument will be created from several sources, and with input from several groups. The instrument must contain a minimum core set of questions chosen by CDHS/TCS. Additional items, addressing relevant evaluation and surveillance issues, may be included, but the contractor must work closely with CDHS/TCS and CDC to ensure that the final instrument will satisfy the needs of key stakeholders. Note that the survey instrument will need to be the same for the middle and high school students.

The administrator survey will consist of a core set of questions requested by CDHS/TCS and other questions determined by the contractor, CDHS/TCS, and CDC. The contractor will need to ensure that the survey instrument includes questions that will allow inferences to be drawn about the relationship between the administrator's knowledge of tobacco use prevention education programs, the administrator's own knowledge, attitudes and beliefs about tobacco, and student smoking behavior, knowledge, attitudes and beliefs.

The tobacco use prevention education teacher survey will also consist of a core set of questions that will be required by CDHS/TCS, along with additional questions determined by the contractor, CDHS/TCS and CDC to be pertinent. The contractor will be responsible for ensuring that questions in the survey instrument will allow inferences to be drawn about the effectiveness of the tobacco use prevention education program in the schools.

The actual survey instruments will need to be printed by the contractor. If desired, CDC can provide a standard answer sheet.

b. Data Collection and Quality Control Methods

The proposal must adequately describe the following:

- (1) School participation: The methods to be used to maximize school participation, such as incentives.
- (2) Classroom selection: The procedure used to randomly select three classrooms at each school.
- (3) Student participation: The methods to be used to obtain high student participation with the active parental consent requirement.
- (4) School administrator and tobacco use prevention education teacher participation: The methods to be used to maximize participation rates among administrators and tobacco education teachers.
- (5) Administration: The methods and protocol to administer the survey in the classroom.
- (6) Confidentiality: The procedures used to ensure confidentiality and anonymity of respondent data.
- (7) Interviewers: The methods the contractor will use to recruit and train classroom interviewers because the contractor's agents, not a teacher, must administer the survey to the students.
- (8) Management system: The methods used to control the large volume of questionnaires and answer sheets.

c. Data Preparation

The answer sheets will be sent to CDC to be scanned, edited, and weighted. CDC will then return the data to the contractor. The contractor will need to use the data to make inferences; consequently, the contractor must be able to understand the weighting methods used and be able to calculate variance estimates based on the sample design. Also, the contractor must produce the data on a CD-ROM and provide accompanying technical documentation such that CDHS/TCS can distribute the data to other researchers.

C. ANALYTIC PLAN

The analytic plan should provide a description and explanation of how the data collected will be analyzed and interpreted to reach answers to the primary evaluation questions. Provide a description of your plan for analyzing the data and evaluation results. State specifically the critical questions to be answered in your analysis. Describe how you intend to structure and communicate the results of your analyses in the required report to CDHS/TCS. Critical evaluation questions that should be considered and attempted to address include:

1. Which tobacco use prevention education programs in California schools are or are not effective? Why and why not? What are the school-based or community factors that influence their success or failure?
2. To what degree are the California schools using CDC guidelines for tobacco use prevention education programs? Are CDC recommended programs effective? What other guidelines are being used and are they effective?
3. How have the tobacco use prevention education programs and their implementation in California changed over time?

D. REPORTS AND DELIVERABLES

A plan for the development and delivery of products shall be described in the proposal. It is the intent

of CDHS/TCS that the efforts by the contractor will result in products that have great utility to users. Therefore, the data collected and the products under this survey contract will not be proprietary information of the contractor. They will belong to the State for public use. The proposal should describe the plan for preparation of the deliverables, specify the contents, and set a timetable for the deliverables. The minimum requirements for contract deliverables are as follows:

1. An evaluation report on the tobacco use prevention education program in the schools. This report will analyze and interpret data from the youth tobacco survey, the administrator survey and the lead health educator survey, as well as qualitative data, to draw conclusions about the effectiveness of the programs. The report shall discuss the findings from the analysis described in the analytic plan and answer the questions listed in that section as well as other pertinent questions found to be relevant to an assessment of program performance and impact.
2. Statewide and county/regional 2001 estimates, with 95 percent confidence intervals, of smoking prevalence, tobacco behaviors, knowledge, attitudes and beliefs by gender, by age, by grade, by smoking status (non-smokers and smokers), and by four race/ethnicity groups (Non-Hispanic White, African-American, Hispanic, Asian/Pacific Islander and Others). The report should include frequency tables for responses to all questions and youth smoking and smokeless tobacco prevalence charts by gender, ethnicity and grades for the state as a whole and for the 12 county/regions.
3. Data Set and Technical Documentation: The contractor will be required to deliver to CDHS/TCS on CD ROM a data set, accompanying documentation and a technical report in a format which can be readily used and understood by researchers and persons with statistical expertise for analyses and evaluation purposes. The data set should be in ASCII form. The documentation should include: a data dictionary with the names and locations of all variables in the data set; a description of data formats for all variables; a description of all relevant sample identifiers for analysis (sampling strata, sampled clusters, etc.); a description of all weights with a clear discussion of how they were computed; a technical report describing the methods used to collect the data; an analysis of the representativeness of the samples including a comparison of the demographics of the samples and the California and regional populations; discussion of the methods used to calculate the confidence intervals; and copies of the questionnaires. The data set, documentation and technical report must be delivered to CDHS/TCS as the final deliverable. The contractor must expressly agree not to release any data until all deliverables are accepted by CDHS/TCS as satisfactory.
4. Public Access to the database: It is the intent of CDHS/TCS that the database produced by this contract be readily available and used not only by CDHS/TCS but also other researchers for analyses and scholarly research. It is the intent of CDHS/TCS that the data set, documentation and technical report become available to researchers as soon as they are determined to be acceptable by CDHS/TCS.
5. Progress reports: The contract will call for 10-12 face-to-face reports (approximately monthly) on progress made in completing the work and meeting the established timelines so that CDHS/TCS can monitor the performance of the contract. A written list of activities completed during the month will be given to CDHS/TCS at the meetings.

IV. PROPOSAL DEVELOPMENT

A. GENERAL INSTRUCTIONS

1. **READ ALL INSTRUCTIONS CAREFULLY.** Be sure to include all of the information required in the RFP, including all attachments and copies. Re-check the proposal to ensure completeness.
2. **DO NOT ASSUME THAT:**
 - a. The reviewer has prior knowledge of the past history of the applicant agency or previous population based surveys or other related activities conducted by the agency.
 - b. The reviewer understands why the proposed design and plan are appropriate.

The responsibility is on the applicant to demonstrate: 1) an understanding of the RFP requirements, and 2) the ability to design and carry out the work in an effective manner that is reasonably budgeted in time and money.
3. **DO NOT PROVIDE ANY MATERIALS THAT ARE NOT REQUESTED.** This includes agency brochures, samples of materials, letters of support and pages that go over the minimum number in specified sections with page limits. These materials will be discarded and will not be reviewed.
4. Number each page of the proposal consecutively in the lower center of the page.
5. The type font size is to be no less than 12 characters per inch.
6. Folders and binders are **not** necessary or desired; securely staple the proposal in the upper left corner.
7. Present the components of the RFP in the order listed below using the instructions provided on subsequent pages to complete each area.
 - a. Proposal Cover Sheet (Attachment 1)
 - b. Abstract (No attachment provided, **1 page limit**)
 - c. Proposal Checklist (Attachment 2)
 - d. Table of Contents (Attachment 3)
 - e. Agency Capability (No attachment, **5 page limit**)
 - f. Scope of Work (No attachment, **25 page limit for Narrative**)
 - g. Budget
 - h. Budget Justification
 - i. Additional Required Forms
 - 1) Drug-Free Workplace Certification (Attachment 4)
 - 2) Agency Documentation Requirements (Attachment 5)
 - 3) Non-Acceptance of Tobacco Funds Certification (Attachment 6)
 - 4) Proof of Non-Profit Status
8. Clearly indicate the RFP# (00-90916) on the outside of the mailing envelope.

9. Do not wait until the last minute to submit your proposal! Many well-prepared proposals have not been reviewed for funding due to late submission.

B. PROPOSAL REQUIREMENTS

The requirements and instructions for preparing and assembling your proposal documents follow. Answer all questions fully, as the responses to RFP requirements and instructions will be used in the review and scoring of the applicant agency's proposal. All information must be assembled in the order that follows:

1. **Proposal Cover Sheet (Attachment 1)**

Item 1: Enter the legal name of the applicant agency. Enter the mailing address that will appear on any subsequent agreement. Enter the name of the county in which the applicant agency headquarters is located. Enter the name of the primary person to be contacted regarding this proposal and the phone and fax number. Enter federal identification number of the applicant agency.

Item 2: The term of the contract is December 1, 2000 through November 30, 2001.

Item 3: Enter the cost proposal amount requested for the entire contract term.

Item 4: The official authorized by the applicant agency must sign and date the certification statement provided. Also type the name and title of this official.

2. **Abstract (No attachment, 1 page limit)**

The abstract is to be a one-page summary of the applicant's proposal. The purpose of the abstract is to give the reader a concise overview of how the applicant intends to design and conduct the work.

- a. At the top of the right corner, on separate lines, enter the agency name, the title of the project, and the name and phone number of the project contact person.
- b. Provide a summary of the various phases for the intended study, including the time frames for the major steps.
- c. Insert the abstract immediately following the proposal cover sheet.

3. **Proposal Checklist (Attachment 2)**

The items included on the checklist are **required** to be submitted as part of the application and should be presented in the order noted. **If any of the following items are omitted from the application, the application will be considered incomplete and out of compliance with this RFA and will not be reviewed.** Complete the attached application checklist to ensure that all application attachments and required components are included.

4. **Table of Contents (Attachment 3)**

Proposals must have a Table of Contents with page numbers referenced. Proposal sections must be presented in the sequence shown in **Attachment 3**.

5. **Agency Capability**

Narrative (No attachment, 5 page limit)

Answer all of the following questions as they apply to the applicant agency. The narrative describing agency capability should not exceed five (5) pages.

- a. Describe the primary purpose or function of the applicant agency, how long the applicant agency has been in existence, the general range of functions the agency has experience in and how long the agency has been involved in the various functions. The applicant agency's primary focus or function will be evaluation or survey research and have existed for a minimum of five years.
- b. Describe the agency's fiscal and administrative ability to manage state government contract funds. At least three years demonstrated history to handle fiscal and administrative activities related to a government contract are required.
- c. Describe the agency's audit history in the past three (3) years. Describe the frequency of audits, date of last audit, and a summary of major findings from the last agency audit. No major audit exceptions on any independent agency audit, state or federal grant audit.
- d. Describe the agency's ability and experience in implementing the proposed evaluation, survey or similar surveys. The applicant agency will have at least five years experience in conducting in-school evaluations and survey research.
- e. Describe the agency's ability and experience in collecting data compatible with other state and national data.
- f. Describe the agency's experience and expertise in questionnaire design, cognitive testing, and pilot testing of survey instruments. The applicant agency will have at least five years of experience designing survey instruments.
- g. List the primary proposed professional staff, full-time and part-time, who will be involved in the work with descriptions of duties and qualifications. List relevant evaluation or surveys previously performed by the principal investigator/project director.

6. **Scope of Work**

Narrative (No attachment, 25 page limit)

Describe specifically how you will carry out this project, including all survey research methods and plans. The description should provide detail regarding the areas outlined above in **Section III Statement of Work**. Organize the Scope of Work in the same order as the headings in the Statement of Work. The description should include who will be responsible for performing the planned work.

Timeline (No attachment)

The timeline should include when the various activities/functions need to carry out this project will be completed. The purpose of the timeline is to concisely summarize and quantify the steps required for the deliverables. Consequently, the timeline should include activities, start/end date and who is responsible for each activity.

7. **Budget Instructions**

The Budget is a summary of the expenses described in the Budget Justification. It must be realistic, cost-effective, and appropriate to the proposed Scope of Work. The Budget is the controlling mechanism for expenditures and the basis for approval of invoices.

Prepare one Budget for the entire contract term, which is December 1, 2000 through November 30, 2001. Only use whole numbers and round to the nearest dollar. Please refer to Appendix C for the required Budget format.

Once approved, the Budget will be incorporated into the contract.

The Budget consists of eight (8) categories: A. Personnel Costs; B. Fringe Benefits; C. Operating Expenses; D. Equipment Expenses; E. Travel/Per Diem and Training; F. Subcontracts and Consultants; G. Other Costs; and H. Indirect Expenses.

The Subcontracts and Consultants and Other Costs categories may contain several line items with associated costs. Each line item within these two categories must be itemized in the Budget and Budget Justification.

8. **Budget Justification Instructions**

The Budget Justification: 1) describes and justifies the expenditures associated with the activities in the Scope of Work, and 2) helps evaluate the Scope of Work and Budget. Prepare one Budget Justification for the entire contract term. Only use whole numbers and round to the nearest dollar. The amounts in the Budget columns and Budget Justification must be the same. Please refer to Appendix C for the required Budget Justification format. This format is required to maintain a standardized review and audit trail. When preparing the Budget Justification, take into consideration changes that may occur due to programmatic or administrative needs. For example, the number of staff increase/decrease as program intensity fluctuates.

a. **Personnel Costs**

This category of the Budget Justification provides detail on the following:

(1) Position Title:

List all classifications or functional titles for positions for this contract. Management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper, etc.) budgeted at less than ten percent should not be included in the Personnel Costs category, but should be included in the Indirect Expenses category. Any applicant having an established policy that includes such positions in the Personnel Costs category shall so indicate and attach a copy of the policy to the Budget Justification.

(2) Salary Range:

Identify the actual salary range and the frequency of pay periods (monthly, semi-monthly, BI-weekly, weekly, hourly) for each position. The salary range shall reflect the frequency that the employee is actually paid.

Indicate the salary range for each position based on the full-time salary, regardless of the actual time base budgeted. Each salary range shall allow for anticipated salary increases (e.g., merit salary adjustments, bilingual pay, etc.) through the end of the contract term.

Salaries shall not exceed those paid to State personnel for similar positions/classifications. Please refer to Appendix I, Comparable State Civil Service Classifications.

If any salary exceeds the comparable State salary range, then justify the excess. Any such justification shall be approved in writing by the State. CDHS/TCS may request additional information during contract negotiations.

(3) Percent of Time:

For each position indicate the percentage of time, using whole numbers, or the total hours per pay period. If the amount of time for a position varies from month to month, then indicate a percentage range of the time base.

(4) Pay Periods:

Indicate the number of pay periods for which payment shall be claimed. Pay periods are defined as follows:

Monthly = 12 pay periods per year
Semi-monthly = 24 pay periods per year
BI-weekly = 26 pay periods per year
Weekly = 52 pay periods per year
Hourly = "X" number of hours per year

(5) Amount Requested:

Calculate and list the Amount Requested for each position. (Salary X percent of time X number of pay periods = Total Salary). Add the total salaries for each position to obtain the Total for Contract Term. Please refer to Appendix H, Budget Justification.

Please note that the total salary for each position has two restrictions.

- The total salary **cannot be less** than the amount computed by multiplying the lowest amount within the salary range X the lowest percentage of time X the lowest number of pay periods.

AND

- The total salary **cannot be greater** than the amount computed by multiplying the highest amount within the salary range X the highest percentage of time X the highest number of pay periods.

(6) Description of Duties:

Provide a summary of the responsibilities for each position. Indicate the position(s) responsible for the evaluation activities.

(7) Total Personnel Costs:

Add the amount budgeted for each position to compute the Total Personnel Costs for the contract term.

b. **Fringe Benefits**

Fringe benefits do not include employee leave (i.e., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training). Include employee leave in the salary paid to the employee.

List the benefits that your agency provides. Indicate the percentage rate and dollar amount requested for Fringe Benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range, e.g., 20-25 percent.

If applicable, identify the positions that do not receive benefits with an asterisk (*).

c. **Total Personnel Expenses**

Add the Total Personnel Costs and Fringe Benefits to compute the Total Personnel Expenses for each FY and the contract term.

d. **Operating Expenses**

Provide a summary of non-personnel expenses that are not chargeable to Indirect Expenses and indicate the budgeted amount for each line item.

Operating Expenses include, but are not limited to, the following line items:

- (1) Office Supplies – Office supplies refer to general supplies such as pens, pencils, paper, etc.
- (2) Postage – Postage includes all mailing expenses.
- (3) Duplicating – Duplicating refers to photocopying expenses or reproduction costs of printed materials for small office jobs. This sub-line item also includes the tobacco project's share of the applicant's copy machine usage and costs for copier maintenance agreements and copier supplies.
- (4) Communications – Communications refers to the monthly charges and installation costs associated with the telephone system. This may also include costs for FAX lines and Internet accesses.

Cellular phones and monthly access fees are not authorized for this contract.

Pagers and monthly fees may be authorized. Pagers will be considered on an individual basis and is dependent upon the need of the applicant and approval of CDHS/TCS.

All funded contractors are required to obtain and maintain an active PARTNERS (TCS Communications Network) account. While there is no charge for this subscription, your agency must budget for an Internet provider. Internet access fees are generally \$20-\$25 per month. Budget monthly fees for Internet access fees during the contract term. A modem is required to access PARTNERS and the purchase of a modem may be budgeted in the Equipment category.

(5) Printing:

Printing refers to the reproduction costs of training guides, business cards, brochures, posters, etc. for larger jobs and is usually completed by outside vendors.

(6) Space Rent/Lease:

Square footage shall not exceed 150 square feet per full-time equivalent (FTE) plus "reasonable" square footage for shared space such as conference rooms, storage space, etc.

Provide the total number of square feet and the budgeted amount to be charged to this contract. Consider any rate increases during the contract term.

Example:

2 staff X 150 sq. ft. X \$1.00/sq. ft. X 24 mo. = \$ 7,200 (Yr. 1 and 2)
2 staff X 150 sq. ft. X \$1.25/sq. ft. X 12 mo. = 4,500 (Yr. 3)
Total for 36 mo. = \$11,700

If the total square footage per FTE exceeds State standards, then justify the need for the additional space.

(7) Equipment Rental:

List all rental equipment, quantify each item, and provide for each item the monthly rental rate, number of rental months, and the approximate dollar amount.

NOTE: "Renting/Leasing to own, Purchase/Leaseback, and Lease/Purchase" of equipment is not allowed.

(8) Audit Expenses:

All CDHS/TCS funded contractors are required to conduct an annual Financial and Compliance audit. The budgeted amount should represent the proportionate amount of this contract in relationship to your business' total revenue. For example, if this contract represents 10 percent of your business' total revenue, then this contract would be responsible for no more than 10 percent of the total annual audit costs.

Provide the dollar amount allocated for the audit, the calculation for this amount, and the percentage this contract represents of your business' total revenue. Also identify the FY in which you operate (e.g., July 1 through June 30).

This Audit Expense line item plus the Indirect Expenses line item cannot exceed 25 percent of your Total Personnel Expenses (Personnel Costs plus Fringe Benefits).

Audit costs may be budgeted in this line item or in Indirect Expenses. Contractors choosing not to allocate funds for audit purposes must provide a written justification explaining their compliance with the audit requirement.

(9) Total Operating Expenses:

Add all Operating Expense line items to compute the Total Operating Expenses for the contract term.

e. **Equipment Expenses**

Equipment expenses include the purchases of all computer and office equipment. Due to the limited length of the term for the contract awarded from this RFP, equipment purchases will be considered on an individual basis and will depend upon the need of the applicant and approval of CDHS/TCS.

Computer equipment includes, but is not limited to, personal computers, software, printers, scanners, external Zip drives, external hard drives and replacements, external modems, and uninterrupted computer power supply adapters.

Office equipment includes, but is not limited to, desks, conference tables, chairs, conference call speakers, telephones, fax machines, and cameras. Refer to Policy Section, Chapter 400 on the CDHS/TCS website: www.dhs.ca.gov/tobacco for more information on equipment purchases.

List all equipment purchases, quantify each item, and provide the approximate dollar amount. Justify the need for each equipment purchase.

f. **Travel/Per Diem and Training**

Travel and training are to be consistent with the needs of the tobacco control project and support the Scope of Work. Travel expenses are reimbursed at the current State Department of Personnel Administration (DPA) rates. Please refer to Appendix E, Travel Reimbursement Information.

Additionally, State funds may not be used for per diem and training/conferences associated with out-of state travel without prior written approval by CDHS/TCS.

(1) Travel/Per Diem:

Provide a budget amount with justification to meet the needs of the project for travel for project staff in support of the Scope of Work, a rate not greater than the current CDHS/TCS Department of Personnel Administration (DPA) rates (see Appendix E).

Travel/Per Diem expenses include airfare, meals, lodging, incidental expenses and mileage. This line item may include mileage for project-related activities (e.g., to conduct surveys, etc.).

Provide the dollar amount requested for travel/per diem that is directly related to completion of the Scope of Work.

(2) Training:

Training costs include registration fees for staff development or any other additional training events for professional, clerical, and administrative personnel; advisory board members; youth volunteers; committee members; etc., necessary for the completion of activities in the Scope of Work. Trainings may include courses on computer software, meeting facilitation, planning, leadership, etc.

Whenever possible, identify the training/conference, its location and date(s), the number of individuals attending, and the total cost to attend.

Provide the dollar amount requested for local training costs that are related to completion of the Scope of Work.

(3) Travel/Training Budget Guidelines:

Required CDHS/TCS Trainings/Conferences

(a) Project Directors' Conference/Evaluation Showcase:

This annual event is typically a three-day conference for program and evaluation staff/consultants.

Budget \$1200 per person (\$1000 for travel/per diem and \$200 for registration) for a maximum of two people to attend. The \$1000 for travel/per diem includes 2-3 nights of lodging and airfare.

(b) Evaluation Task Force Meetings:

This annual meeting is typically a two-day meeting for contractors to discuss their findings to a group of elite evaluators that advise CDHS/TCS.

Budget \$750 per person (\$750 for travel/per diem) for a maximum of three people to attend. The \$750 for travel/per diem includes two nights of lodging and airfare.

(c) Face-to-Face Progress Report Meetings:

Budget for the Project Director and another project staff member to attend the 10-12 monthly face-to-face meetings.

g. **Subcontracts and Consultants**

Subcontracts and Consultants include both subcontractor agreements and consultant agreements. CDHS/TCS must review and approve **any** agreement costing \$5,000 or more.

A subcontractor is an individual or organization who performs a specialized task that is directly related to providing project services. Typical services provided by a subcontractor are conducting local surveys, developing anti-tobacco use education materials, coordinating large anti-tobacco use education events, etc. The use of subcontractors must be clearly defined in the Scope of Work.

A consultant is an individual whose level or area of expertise relating to the target population extends beyond that possessed by the applicant's project staff. Typical services provided by a consultant are advice on programmatic issues such as program evaluation, group facilitation, in-service training, program design and development, etc. Consultants are to be used only for activities directly related to the tobacco education and prevention program. The use of consultants must be clearly defined in the Scope of Work.

The rate paid to a consultant should be commensurate with his/her level of training, expertise, and national recognition. Every effort should be made to negotiate the lowest possible rate.

Salaries paid to a subcontractor or consultant shall not exceed those paid to State personnel for similar positions/classifications. Refer to Appendix D, Comparable State Civil Service Classifications.

List each subcontractor and consultant and provide the budgeted amount, contract term, and description of services for each.

h. **Other Costs**

Additional Expenses:

This line item allows for expenditures that otherwise are not listed in this sample Budget Justification. If you use line items under Additional Expenses, then list them individually and be specific (e.g., fees for renting a meeting room to conduct training or renting a booth at a health fair, etc.). All expenditures for items listed under Additional Expenses must also be referenced in the Scope of Work.

Provide justification and the amount requested for each additional line item.

i. **Total Direct Expenses**

Add Total Personnel Expenses, Operating Expenses, Equipment Expenses, Travel/Per Diem and Training, Subcontracts and Consultants, and Total Other Costs to compute the Total Direct Expenses for the contract term.

j. **Indirect Expenses**

Indirect Expenses are costs that are not directly associated with the project's deliverables. Examples of Indirect Expenses are: management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs and any expenses related to the mandatory annual Financial and Compliance audit.

Provide a list of all Indirect Expenses charged to this contract and the dollar amount requested. **Indirect Expenses CANNOT EXCEED 25 percent of the Total Personnel Expenses (Personnel Costs plus Fringe Benefits).**

k. **Total Expenses**

Add Total Direct Expenses and Indirect Expenses to compute Total Expenses for the contract term.

9. **Additional Required Forms**

The following documents requires Completion/Signature by the person authorized to bind the application agency:

- a. Drug Free Workplace Certificate (Attachment 4)
- b. Agency Documentation Requirements (Attachment 5)
- c. Certification of Non-Acceptance of Tobacco Funds (Attachment 6)
- d. Proof Of Nonprofit Status

For those applicants claiming private nonprofit status, a certification from the State of California, Office of Secretary of State, or a letter from the Department of the Treasury, IRS classifying your agency as a private nonprofit **must be included** with the proposal.

V. SUMMARY OF ITEMS TO BE INCLUDED IN THE PROPOSAL

The items below are required to be submitted as part of the proposal. If any of the following items are omitted from the proposal, the proposal will be considered incomplete and out of compliance with this RFP and will not be reviewed. Attachments refer to these Attachments provided in this RFP.

1. Proposal Cover Sheet (Attachment 1)*
2. Abstract (1 page limit)
3. Application Checklist (Attachment 2)*
4. Table of Contents (Attachment 3)
5. Applicant Capability (5 page limit)
6. Scope of Work (25 page limit for Narrative)
7. Budget
8. Budget Justification
9. Additional Requirement Section

Drug-free Workplace Certificate (Attachment 4)*

Agency Documentation Requirements (Attachment 5)*

Non-acceptance of Tobacco Funds Certificate (Attachment 6)*

Proof of Non-Profit Status

*NOTE: *Denotes signature required.*

VI. LIST OF ATTACHMENTS

ATTACHMENT 1 PROPOSAL COVER SHEET	27
ATTACHMENT 2 PROPOSAL CHECKLIST	28
ATTACHMENT 3 TABLE OF CONTENTS	29
ATTACHMENT 4 DRUG-FREE WORKPLACE CERTIFICATION	30
ATTACHMENT 5 AGENCY DOCUMENTATION REQUIREMENTS	31
ATTACHMENT 6 CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS	33

PROPOSAL COVER SHEET
Evaluation of the In-School Tobacco Use Prevention Education Program

1. Agency Information:

Agency Name_____

Mailing Address_____

City_____ Zip _____ County_____

Contact Person's Name_____

Phone Number()_____ FAX Number()_____

E-mail _____ Federal Identification Number_____

2. Term of Contract: From 12/1/00 to 11/30/01

3. Cost Proposal Amount Requested for entire contract term:_____

4. The undersigned hereby affirms that the statements contained in the proposal package are true and complete to the best of the applicant's knowledge and accepts as a condition of a contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the agency to sign (e.g., Board of Directors, Superintendent of Schools, etc.).

Signature_____ Date_____

Agency Representative

Type Name and Title_____

The following attachments and components must be completed and submitted in the order shown here. Proposals which are missing any of these attachments or components will be considered non-compliant and will not be reviewed.

Attachments and Components

	<u>Check Mark</u>
• 10 copies of the Proposal, plus Original	_____
➤ • Proposal Cover Sheet (Attachment 1)	_____
• Proposal Checklist (Attachment 2)	_____
• Abstract (No Attachment, 1 Page Limit)	_____
• Table of Contents (Attachment 3)	_____
• Agency Capability (No Attachment, 5 page limit)	_____
• Scope of Work (No Attachment, 25 page limit)	_____
• Budget (No Attachment)	_____
• Budget Justification (No Attachment)	_____
➤ • Drug-Free Workplace Certification (Attachment 4)	_____
➤ • Agency Documentation Requirements (Attachment 5)	_____
➤ • Certification of Non-Acceptance of Tobacco Funds (Attachment 6)	_____
• Proof of Non-Profit Status (No Attachment)	_____

NOTE: ➤ DENOTES THE DOCUMENT REQUIRES A SIGNATURE BY THE PERSON AUTHORIZED TO BIND THE APPLICANT AGENCY. READ THE DOCUMENTS AND ALLOW ENOUGH TIME TO OBTAIN THE REQUIRED SIGNATURE.

TABLE OF CONTENTS

Proposal Cover Sheet	
Proposal Checklist.....	
Abstract.....	
Table of Contents	
Agency Capability	
Scope of Work	
Evaluation Plan.....	
Data Collection and Preparation Plan	
Analytic Plan	
Reports and Deliverables Plan	
Budget/Budget Justification	
Proposal Attachments	
Drug-Free Workplace Certificate	
Agency Documentation Requirements.....	
Certificate of Non-acceptance of Tobacco Funds	
Proof of Non-Profit Status	

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (NEW 11-90)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME	
DATE EXECUTED	EXECUTED IN THE COUNTY OF
CONTRACTOR OR GRANT RECIPIENT SIGNATURE	
TITLE	
FEDERAL I.D. NUMBER	

91 6065.3

AGENCY DOCUMENTATION REQUIREMENTS

CDHS/TCS is required to audit all contracts within three years of completion. The documentation required for each audit typically includes, but is not limited to, the following:

Fiscal Records

- A. General Ledger, Journals, and Charts of Accounts
- B. Cash Receipts and Disbursements Journal with Supporting Documents
- C. Vendor Invoices to Support Expenditures
- D. Program Remittance Advices from State Controller
- E. Payroll Records
- F. Travel Log
- G. Billing Records (Program Log)
- H. State and Federal Tax Withholding Records
- I. Financial Statements and Independent Auditor's of County Auditor's Report
- J. Computation of the Fringe Benefit of Fund Sources
- K. Agency-wide Budget and Listing of Fund Sources
- L. Copies of Quarterly or Monthly Claims to the State
- M. Copies of Reimbursement Warrants and Remittance Advices from the State
- N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

Program Records

- A. Project Proposal (submitted in response to this RFP)
- B. Contract and Contract Amendments
- C. Progress Reports and the Final Report
- D. Program Audit Reports of Site Visits
- E. Project Work Plan
- F. Correspondence Regarding the Contract and/or Subcontracts
- G. Program implementation records which document the materials developed, activities conducted, etc. These records may include logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

Other Records

- A. Board of Director's Minutes and Articles of Incorporation
- B. Nonprofit State Approval Letter (if applicable)
- C. Organization Chart (Agency wide) and Duty Statements
- D. Program Correspondence Files
- E. Other Program Audit of the Facility
- F. Personnel Policies and Procedures

I certify that the above will be available upon request by either the Program/Contract Monitor and/or Auditors.

Director of Agency:

(Signature) (Date)

(Name, typed)

Agency Financial Management Official:

(Signature) (Date)

(Name, typed)

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

 Company/Organization Name

Please check one of the following:

☐ The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section.

☐ University/Colleges Only

The Principal Investigator of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

 Signature

 Date

 Print Name and Title

VII. LIST OF APPENDICES

APPENDIX A LIST OF TOBACCO COMPANY SUBSIDERIES	35
APPENDIX B DIRECTIONS TO THE TOBACCO CONTROL SECTION	38
APPENDIX C SAMPLE BUDGET AND BUDGET JUSTIFICATION	39
APPENDIX D COMPARABLE STATE CIVIL SERVICES POSITIONS	41
APPENDIX E TRAVEL REIMBURSEMENT INFORMATION	42
APPENDIX F SUBCONTRACT/CONSULTANT CRITERIA.....	45
APPENDIX G EXPENDABLE AND SENSITIVE EQUIPMENT	48
APPENDIX H CALIFORNIA DHS/TCS POLICY ON LOBBYING.....	49
APPENDIX I TOBACCO CONTROL SECTION RESOURCE LIST	50
APPENDIX J CERTIFICATION APPLICATION (STATEMENT BY DOMESTIC NONPROFIT CORPORTATION)	51
APPENDIX K DEPARTMENT OF TREASURY IRS FORM L-178	53

Partial List of Tobacco Company Subsidiaries

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

Parent Company: Philip Morris Incorporated, Philip Morris International Inc., Kraft Foods, Inc., and Miller Brewing Company

KRAFT Foods, Selected Brands

- Coffee: Maxwell House, Sanka, Yuban, General Foods, International Coffees, Maxim, Starbucks
- Soft Drinks: Country Time, Crystal Light, Kool-Aid, Tang, Capri Sun,
- POST Cereals: Alpha-Bits, Banana Nut Crunch, Blueberry Morning, Cranberry Almond Crunch, Frosted Shredded Wheat, Fruit & Fiber, Golden Crisp, Grape-Nuts, Grape-Nuts O's, Great Grains, Honey Bunches of Oats, Honeycomb, Honey Nut Shredded Wheat, Natural Bran Flakes, Oreo O's, Pebbles, Raisin Bran, Shredded Wheat, Shredded Wheat 'n Bran, Spoon Size Shredded Wheat, Toasties, Waffle Crisp, 100 percent Bran
- Condiments & Sauces: Kraft mayonnaise, Kraft barbecue and grilling sauces, Miracle Whip, Bull's-Eye barbecue and grilling sauces, Kraft Sauceworks cocktail, horseradish, sweet 'n sour and tartar sauces
- Confectioneries: Altoids mints, Callard & Bowser toffees, La Vosgienne, Toblerone and Tobler chocolates
- Dry Desserts: D-Zerta, Jell-O, Minute brand tapioca
- Dry Grocery: Baker's chocolate and coconut, Calumet baking powder, Oven Fry coatings, Shake 'N Bake, Sure-Jell and Certo pectins
- Ethnic Foods: Taco Bell dinner kits, salsa and meal components
- Meals/Side Dishes: Kraft macaroni & cheese, Minute rice, Stove Top stuffing mix, Stove Top Oven Classics, Velveeta shells & cheese
- Salad Dressing: Good Seasons mixes, Kraft, Seven Seas
- Snacks: Handi-Snacks, Kraft
- Toppings: Dream Whip whipped topping mix, Kraft dessert toppings, Cool Whip

Cheese:

Parmesan/Romano: Kraft, Kraft Free, Di Giorno

Natural: Kraft, Cracker Barrel, Harvest Moon

Processed American Cheese: Kraft Deluxe, Kraft Singles, Kraft Super Slice, Kraft Cheez Whiz, Light n' Lively, Old English, Velveeta

Cream Cheese: Philadelphia, Philly Flavors, Temp-Tee,

Other Cheeses: Athenos, Churny, Di Giorno, Hoffman's, Polly-O

Dairy Products: Breakstone's sour cream, cottage cheese and dips, Breyers yogurt, Jell-O yogurt, Knudsen sour cream and cottage cheese, Light n' Lively low-fat cottage cheese, yogurt, Sealtest cottage cheese and sour cream

Fresh Pasta and Sauces: Di Giorno

Processed Meats: Oscar Mayer hot dogs, cold cuts and bacon, Oscar Mayer Lunchables, Louis Rich turkey products (hot dogs, cold cuts and bacon), Louis Rich Carving Board sliced meats

Pickles and Sauerkraut: Claussen

Pizza: Di Giorno, Jack's, Tombstone

KRAFT FOODS INTERNATIONAL SELECTED BRANDS

Cheese: Dairy Lea, Eden, El Caserio, Invernizzi, Kraft, P'tit Québec, Philadelphia, Sottilette

Coffee: Blendy, Carte Noire, Gevalia, Grand' Mère, Jacobs Krönung, Jacobs Monarch, Jacques Vabre, Kaffee HAG, Kenco, Maxim, Maxwell House, Saimaza, Splendid

Confectioneries: Aladdin, Côte d'Or, Daim, Figaro, Freia, Hollywood, Korona, Lacta, Marabou, Milka, Poiana, Prince Polo, Suchard, Sugus, Terry's, Toblerone

Powdered Soft Drinks: Clight, Frisco, Q-Refresko, Tang

Other: Bird's custard, Estrella snacks, Kraft ketchup, Kraft peanut butter, Magic Moments pudding, Miracle Whip/Dream Whip spread, Mirácoli pasta, Simmenthal canned meats, Vegemite spread

MILLER TRADEMARK BRANDS

Miller Lite, Miller Lite Ice, Miller Genuine Draft, Miller Genuine Draft Lite, Miller High Life, Miller High Life Light, Miller High Life Ice, Miller Beer, Sharp's non-alcohol brew, Milwaukee's Best, Milwaukee's Best Light, Milwaukee's Best Ice, Meister Bräu, Meister Bräu Light, Magnum Malt Liquor, Henry Weinhard's Private Reserve, Henry Weinhard's Dark, Henry Weinhard's Porter, Henry Weinhard's Amber Ale, Henry Weinhard's Pale Ale, Henry Weinhard's Hazelnut Stout, Henry Weinhard's Blackberry Wheat, Henry Weinhard's Hefeweizen, Henry Weinhard's Red Lager, Hamm's, Hamm's Draft, Hamm's Light, Olde English 800 Malt Liquor, Olde English 800 Ice, Mickey's Malt Liquor, Mickey's Ice, Red Dog, ICEHOUSE, Southpaw Light, ICEHOUSE Light, Leinenkugel's Original Premium, Leinenkugel's Light, Leinenkugel's Northwoods Lager, Leinenkugel's Genuine Bock (seasonal), Leinenkugel's Red Lager, Leinenkugel's Winter Lager (seasonal), Leinenkugel's Autumn Gold (seasonal), Leinenkugel's Honey Weiss, Leinenkugel's Berry Weiss (seasonal), Leinenkugel's Auburn Ale, Leinenkugel's Big Butt Doppelbock (seasonal), Leinenkugel's Maple Brown Lager, Leinenkugel's Creamy Draft (draft only), Leinenkugel's Hefeweizen (draft only), Celis White, Celis Grand Cru, Celis Pale Ale, Celis Golden, Celis Raspberry, Celis Dubbel Ale, Pale Rider Ale, Shipyard Export Ale, Goat Island Light Ale, Fuggles Pale Ale, Old Thumper Extra Special Ale, Blue Fin Stout, Longfellow Winter Ale (seasonal), Longfellow India Pale Ale (seasonal), Mystic Seaport Pale Ale, Chamberlain Pale Ale, Sirius Summer Wheat Ale (seasonal), Prelude Ale (seasonal), Molson Golden, Molson Export Ale, Molson Canadian, Molson Canadian Light, Molson Light, Molson Ice, Molson Exel non-alcohol brew, Molson Red Jack Ale, Foster's Lager, Foster's Special Bitter, Sheaf Stout, Presidente (from Cerveceria Nacional Dominicana, Santa Domingo, Dominican Republic), Shanghai (from Shanghai Foster's Brewery Co. Ltd., Shanghai, People's Republic of China)

Parent Company: US Tobacco

Wines: Chateau Ste. Michelle, Columbia Crest, Domaine Ste. Michelle, Villa Mt. Eden, Conn Creek, Colour Volant

Beer: Bert Grant's Ale

**Directions to
Tobacco Control Section (TCS)
601 North 7th Street
Sacramento, CA 95814
(916) 327-5428**

TCS is located at 601 North 7th Street in the Continental Plaza building. There is visitor parking located at the first Continental Plaza entrance. There is a charge for parking (\$6.00 for all day or .50 cents an hour) but there is also some free parking available along the street. The entrance to the building is on the south side of the building facing Richards Boulevard. There is a security guard desk that you need to check in.

The Information Meeting is at **611 North 7th Street** in the Continental Plaza building. 611 North 7th Street is behind (to the east) of 601 North 7th Street. To get to 611 North 7th Street, enter in the first Continental Plaza entrance and follow the signs to the Office of AIDS visitor parking, which is in front (to the west) of 611 North 7th Street.

From the airport to TCS:

Take I-5 South and take the Richards Boulevard exit. At the exit light, turn left under the freeway. Follow Richards Boulevard to the second light (North 7th Street) and turn left.

From Fresno to TCS:

Take I-5 North towards Sacramento. You will see exits for Highway 50 and Business 80. **REMAIN IN THE LEFT LANES AND CONTINUE NORTH!!** You will pass the Q and J Street exits. The next exit is Richards Boulevard. Turn right at the off-ramp light and continue to North 7th Street. Turn left and Continental Plaza is on the right. **IF YOU CROSS THE AMERICAN RIVER AND THE GARDEN HIGHWAY EXIT, YOU HAVE GONE TOO FAR!**

From South Lake Tahoe to TCS:

Take Highway 50 towards Downtown Sacramento. You will pass exits for Business 80/Reno and Highway 99. **REMAIN IN THE LEFT LANES UNTIL YOU PASS THESE EXITS!!** Continue on Highway 50 until you see signs for I-5 North (Redding). You will pass exits for 16th and 10th Streets. You will need to get in the far **RIGHT** lanes to take the I-5 North exit. After taking the I-5 North exit, you will quickly need to merge to the left. You will pass the Q and J Street exits. The next exit is Richards Boulevard. Turn right at the off-ramp light and continue to North 7th Street. Turn left and Continental Plaza is on the right. **IF YOU CROSS THE AMERICAN RIVER AND THE GARDEN HIGHWAY EXIT, YOU HAVE GONE TOO FAR!**

From Bay Area to TCS:

There are two ways to get to TCS. It depends on which freeway you take.

Business 80/Highway 50 (Sacramento/South Lake Tahoe) you need to cross the Sacramento River, and take the I-5 North (Redding) Exit. You will pass the Q and J Street exits. Take the Richards Boulevard exit. Turn right at the off-ramp light and continue to North 7th Street. Turn left and Continental Plaza is on the right. **IF YOU CROSS THE AMERICAN RIVER AND THE GARDEN HIGHWAY EXIT, YOU HAVE GONE TOO FAR!**

Interstate 80 (After Davis and before West Sacramento), you need to take the Interstate 80 (Reno) exit. Interstate 80 will cross a river and swing around to intersect with I-5. Take the I-5 exit towards downtown Sacramento. You will pass the Garden Highway exit and cross over the American River. Take the Richards Boulevard exit. Turn left at the off-ramp light and continue on Richards Boulevard to North 7th Street. Turn left at North 7th and Continental Plaza is on the right. **IF YOU PASS THE J STREET AND Q STREET EXITS, YOU HAVE GONE TOO FAR!**

					BUDGET SAMPLE		APPENDIX C		
								PAGE 1 of 2	
Name of Grantee:					EXHIBIT B-BUDGET				
Grant Number 00-XXXXX					Page 1 of _		Revision Date: _____		
Term: 07/01/00 - 06/30/03									
					Year 1	Year 2	Year 3	Total	
					07/00 - 06/01	07/01 - 06/02	07/02 - 06/03	Budget	
	Pay Period	Number of Pay Periods/Year	Salary Range	% of Time or Hrs per PP					
A. PERSONNEL COSTS					\$0	\$0	\$0	\$0.00	
1.	Project Director	S	24	\$1,400-\$1,600	100%	\$0	\$0	\$0	\$0.00
2.	Health Educator	S	20	\$1,250-\$1,450	80-100%	\$0	\$0	\$0	\$0.00
3.	Media Coordinator	S	12	\$1,300-\$1,500	40-50%	\$0	\$0	\$0	\$0.00
4.	Clerical Assistant	H	20	\$10-\$20 per hr.	30-40 hr/pp	\$0	\$0	\$0	\$0.00
Total Personnel Costs:					\$0	\$0	\$0	\$0.00	
B. FRINGE BENEFITS @ X%-XX% of Total Personnel Costs					\$0	\$0	\$0	\$0.00	
TOTAL PERSONNEL EXPENSES:					\$0	\$0	\$0	\$0.00	
C. OPERATING EXPENSES					\$0	\$0	\$0	\$0.00	
D. EQUIPMENT EXPENSES					\$0	\$0	\$0	\$0.00	
E. TRAVEL/PER DIEM and TRAINING					\$0	\$0	\$0	\$0.00	
F. SUBCONTRACTS and CONSULTANTS									
1. Evaluation Consultant									
2. ABC Company									
3. John Doe and Associates					\$0	\$0	\$0	\$0.00	
4. Media Consultant					\$0	\$0	\$0	\$0.00	
TOTAL SUBCONTRACTS and CONSULTANTS:					\$0	\$0	\$0	\$0.00	
G. OTHER COSTS:									
1. Educational Materials					\$0	\$0	\$0	\$0.00	
2. Promotional Items and Incentives					\$0	\$0	\$0	\$0.00	
3. Media, Public Relations, and Advertising					\$0	\$0	\$0	\$0.00	
4. Additional Expenses					\$0	\$0	\$0	\$0.00	
TOTAL OTHER COSTS:					\$0	\$0	\$0	\$0.00	
H. TOTAL DIRECT EXPENSES					\$0	\$0	\$0	\$0.00	
I. INDIRECT EXPENSES @ X% - XX% of Total Personnel Expenses					\$0	\$0	\$0	\$0.00	
TOTAL EXPENSES					\$0	\$0	\$0	\$0.00	

BUDGET JUSTIFICATION FORMAT SAMPLE

**ABC COMMUNITY SERVICES, INC.
BUDGET JUSTIFICATION
JULY 1, 2000-JUNE 30, 2003**

<u>Term</u>	<u>AMOUNT REQUESTED</u>			
	<u>FY 00/01</u>	<u>FY 01/02</u>	<u>FY 02/03</u>	<u>Grant</u>
A. PERSONNEL SALARIES				
1. Project Director (\$1,400-\$1,600 paid semi-monthly) x (100 percent) x (24 pay periods/per year)	\$ 33,600	\$ 36,000	\$ 38,400	\$ 108,000
Project Director for tobacco control program. Responsibilities include overall planning, supervision, development, training, report writing, fiscal & general coordination of the project. Monitors the project budget, maintains liaison with CDHS/TCS Health Education Consultant/Health Program Advisor and Contract Manager. Approves budget, invoices, staff changes, ensures timely progress on contract obligations, and other duties as required. Devotes 10 percent of his/her time to oversee the implementation of the evaluation and work with the evaluation consultant.				
2. Health Educator (\$1,250- \$1,450 paid semi-monthly) x (80-100 percent) x (20 pay periods/per year)	\$20,000	\$ 24,300	\$ 29,000	\$ 73,300
Under supervision of the Project Director, responsible for coordinating the tobacco program's media activities, promotional events, trainings, newsletter, and other duties as required. Devotes 5 percent of his/her time to implement evaluation activities.				

COMPARABLE STATE CIVIL SERVICES POSITIONS

State Classification Title	Comparable Title	Comparable Monthly Salary **
Health Education Consultant Specialist III	Project Director	\$4,220-\$5,274
Health Education Consultant II	Assistant Project Director	\$3,840-\$4,801
Health Education Consultant I	Health Education Assistant	\$3,193-\$3,980
Administrative Assistant I	Program Coordinator/Assistant	\$3,130-\$3,805
Office Services Supervisor II	Office Manager	\$2,527-\$3,072
Management Services Technician	Community Health Worker	\$2,135-\$2,596
Research Scientist II	Statistician or Epidemiologist	\$4,542-\$5,480
Research Scientist I	Statistician or Epidemiologist	\$4,136-\$4,989
Associate Governmental Program Analyst	Research Analyst II	\$3,764-\$4,576
Staff Services Analyst	Research Analyst I	\$2,411-\$2,932

**** Please note that salaries will increase by 5 percent effective September 1, 2000.**

Travel Reimbursement Information
Effective November 2, 1999

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
 - a. Reimbursement shall be at the rates established for similar state employees.
 - b. Short Term Travel is defined as more than 24-hours, but less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever contract leaves his or her home or headquarters. "Headquarters" is defined as the place where contracted personnel spend the largest portion of their working time and return to upon the completion of special assignments.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this bulletin to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging:

- a. Statewide Rate (with receipts): Actual cost up to \$84.00 plus tax.
- b. Effective November 2, 1999 through June 30, 2000, when required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and Central and Western Los Angeles reimbursement will be for actual receipted lodging to a maximum of \$110 plus applicable taxes. Central and Western Los Angeles is the territory bordered by Sunset Boulevard on the north, the Pacific Ocean on the west, Imperial Blvd/Freeway 105 on the south and Freeways 110, 10, and 101 on the east. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Breakfast	\$6.00	Dinner	\$18.00
Lunch	\$10.00	Incidentals	\$6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

TRAVEL REIMBURSEMENT GUIDE

IF LENGTH OF TRAVEL IS	IF THIS CONDITION EXISTS	CONTRACTOR MAY CLAIM
Less than 24 hours	Travel begins at or before 6:00 a.m. and ends at or after 9:00 a.m. <i>Example: A contractor may claim breakfast if, during a period of travel, he or she begins their travel at 5:30 a.m. and ends their travel at 9:30 a.m.</i>	Breakfast
Less than 24 hours	Travel begins at or before 4:00 p.m. and ends at or after 7:00 p.m. <i>Example: A contractor may claim dinner if, during a period of travel, he or she begins their travel at 3:30 p.m. and ends their travel at 7:30 p.m.</i>	Dinner
Less than 24 hours	Lunch or incidentals may not be claimed on a trip of less than 24 hours	
24 Hours	A contractor is on travel status for a full 24 hour period (determined begin and end times).	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Return at or after 8:00 a.m. <i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 8:00 a.m., a breakfast allowance may be claimed.</i>	Breakfast
Last fractional part of more than 24 hours.	Return at or after 2:00 p.m. <i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 2:00 p.m., a lunch allowance may be claimed.</i>	Lunch
Last fractional part of more than 24 hours.	Return at or after 7:00 p.m. <i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 7:00 p.m., a dinner allowance may be claimed.</i>	Dinner

SUBCONTRACT/CONSULTANT CRITERIA

The following is to clarify Tobacco Control Section (TCS) policy relative to Subcontract/Consultant agreements. TCS has established a Program Letter (Subcontract Requirements) detailing that policy, which will be provided to those applicants receiving grant awards or contracts.

A. SUBCONTRACT CRITERIA

The following provides general information and outlines the type of information needed to assist TCS in review of subcontracts/consultant agreements:

1. A subcontract refers to costs associated with a subcontractor to do a specialized task that is directly related to providing project services.
2. A subcontract must be developed for all subcontract services exceeding \$5,000 for any product or deliverable for the project.
3. If the subcontract fees exceed \$5,000 prior approval in writing by CDHS/TCS will be required before the subcontractor will be reimbursed for any services. The Contractor is to provide:
 - a. The subcontract agreement to TCS for approval prior to finalization of the agreement(s) and prior to signing by both parties. The subcontract Scope of Work and budget are to be attached.
 - b. An explanation of the bid process. For example, provide three competitive fee quotations or adequately justify the absence of bidding and providing a statement why the subcontractor was selected.
4. The Contractor is responsible for all requirements under the contract even if the requirements are carried out by a subcontractor.
5. Notify TCS immediately of **termination** of any subcontracts(s) that exceed \$5,000.

B. CONSULTANT AGREEMENT CRITERIA

1. Consultants paid under TCS contracts are to be used only for activities directly related to the tobacco use prevention education program. A consultant is an individual whose level or area of expertise relating to the target population extends beyond that possessed by project staff. The typical services provided by a consultant are advice on programmatic issues, e.g., group facilitation, in-service training, program design and development, etc. The use of consultants must be clearly defined in the Scope of Work.
2. Consultant fees should not exceed \$350 per eight (8) hour day (\$43.75 per hour). The negotiated fee is to be complete compensation. Travel and per diem expenses incurred by the consultant shall be paid out of the prime Contractor line item.

3. At no time should a consultant's fee exceed the fee of a comparable State civil service classification, inclusive of all costs, but excluding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise and national recognition. Every effort should be made to negotiate the lowest possible cost.
4. If consultant fees exceed \$350 per eight (8) hour day, **prior approval in writing by CDHS/TCS will be required before the Contractor will be reimbursed for any consultant services.** The request for authorization must include:
 - a. All the particulars necessary to justify the necessity or desirability and the reasonableness of the cost.
 - b. An explanation of the bid process. For example, provide three competitive fee quotations or adequately justify the absence of bidding and providing a statement why the consultant was selected.

C. SUBCONTRACT/CONSULTANT AGREEMENT STANDARD LANGUAGE

The Subcontract/Consultant contract language must include, but is not limited to the following:

1. The execution date of the subcontract, legal name of both parties, and the prime contract number.
2. The time period (starting date and ending date) for performance of activities. The subcontract time period must be **WITHIN** the prime Contractor's term.
3. The total amount paid to the subcontractor. Amount must correspond to the dollar amount provided in the budget and budget justification. All reimbursements for services must be necessary and reasonable.
4. The subcontractor's Scope of Work. Includes a complete description of the measurable work or service to be performed/provided or product(s) to be delivered. Time period(s) for work completion and deliverables should be compatible with prime Contractor's time periods.
5. The method of reimbursement (monthly or quarterly in arrears, lump sum at completion of work, etc.).
6. A provision stating: "The subcontractor/consultant agrees to comply with all terms and conditions of the (name of prime Contractor) award with the State of California, Tobacco Control Section, Contract # ____-_____, specifically including, but not limited to Paragraph 15, Copyright and Ownership of Materials, Exhibit ____, Terms and Conditions; Exhibit ____, "Additional Provisions"; and all other exhibits and addenda to this contract and all other applicable state laws.

7. A provision stating: "The subcontractor shall acknowledge the financial support of CDHS/TCS funds whenever any findings, data, and materials developed pursuant to this contract award are used in any publications and/or whenever the Contractor creates a product (e.g., conference brochure, a film, videotape, manual, book, pamphlet, etc.) during the course of this contract, in the following manner: "*This _____ was made possible by funds received from the Tobacco Tax Health Protection Act of 1988--Proposition 99, under Contract Number (_____) with the California Department of Health Services, Tobacco Control Section.*" unless granted exemption from CDHS/TCS."
8. A provision stating: "The subcontractor grants the State of California copyright interest in any Works created, produced, developed or delivered under the agreement and ownership of any works not fixed in any tangible medium of expression and agrees to assign those rights to the State."
9. A provision stating: "The subcontractor agrees to maintain and preserve, until three years after termination of prime Contractor's agreement or contract with CDHS/TCS of California, and to permit CDHS/TCS or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records of the Subcontractor related to this subcontract."
10. A statement that travel reimbursement shall be reimbursed at the rate established by the Department of Personnel Administration.

EXPENDABLE AND SENSITIVE EQUIPMENT

Expendable Equipment

Expendable equipment is defined as equipment costing less than \$500 per unit and/or has a life expectancy of less than four years.

This equipment will be issued state identification blank tags and will be controlled by TCS using the manufacturer's serial number and the equipment's description.

Expendable equipment includes, but is not limited to, the following:

All Office Furniture (desks, chairs, tables, bookcases, credenzas, storage cabinets, file cabinets, partitions, computer work stations, etc.)

Typewriters
Calculators
Cameras
Projectors
Answering Machines

Sensitive Equipment

This equipment is defined sensitive equipment per the State Administrative Manual regardless of the dollar amount. The equipment will be issued numbered state identification (ID) tags and will be controlled by TCS using the state ID tag.

Computer Component	Plotter
Computer Component CPU	Television
Computer Monochrome Monitor	Video Cassette Recorder Player
Computer Color Printer	Video Tape Recorder
Computer Printer	Video Color Monitor
Computer Tape Unit	Scanner, all types (this includes Bar Code Reader)
Computer MSV Storage	Mailing Machine, all types (this includes Postage Scale)
Computer Disc Drive	Facsimile (FAX) Machine all types
Computer Terminal Reader	
Computer Terminal Printer	
Computer Terminal Data Set	
Computer Power Supply	
Computer Power Supply Relay Unit	
Computer System	
Computer Modem	
Computer Wang System	
Computer Console	
Computer Other	
Copier, all types	

**CALIFORNIA DEPARTMENT OF HEALTH SERVICES
TOBACCO CONTROL SECTION
POLICY ON LOBBYING**

Advocating for wise policies aimed at protecting the health of the public is an essential and historically recognized role of public health. The California Department of Health Services, Tobacco Control Section (TCS) engages in and funds policy and advocacy activities, which are legitimate tools of health education, health promotion, and public health. These activities include advocating for policies aimed at changing community norms regarding tobacco use and exposure to environmental tobacco smoke.

Tobacco control programs do not and may not use Proposition 99 funds to support lobbying activities. Lobbying is the attempt to influence the outcome of a ballot measure or legislation by calling upon or urging a member of a legislation body or the public to vote yes or no on a specific measure or specific piece of legislation.

TOBACCO CONTROL SECTION RESOURCE LIST

The resources listed below are available from CDHS/TCS. As references, they can be helpful in the preparation of your proposal.

AVAILABLE MATERIALS FOR REVIEW ON CDHS/TCS WEBSITE

- 1) Tobacco Control in California: Who's Winning the War? 1998.
<http://www.dhs.ca.gov/tobacco/documents/CTS96FinalReport.PDF>
- 2) Independent Evaluation of the California Tobacco Control Prevention & Education Program: Wave 1 Data, 1996-1997. 1998.
<http://www.dhs.ca.gov/tobacco/documents/TCSFinal798Gallup.pdf>
- 3) Tobacco Education and Research Oversight Committee (TEROC) January 2000 Report – Toward a Tobacco Free California: Strategies for the 21st Century 2000-2003. 2000.
<http://www.dhs.ca.gov/tobacco/documents/TEROCReport99.pdf>
- 4) Model for Change: The California Experience in Tobacco Control. 1998.
<http://www.dhs.ca.gov/tobacco/documents/modelforchange.pdf>



State of California

Bill Jones

Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
(916) 657-3537

Appendix J Page 1 of 2

STATEMENT BY DOMESTIC NONPROFIT CORPORATION

THIS STATEMENT MUST BE FILED WITH THE
CALIFORNIA SECRETARY OF STATE (SECTION 6210, 8210, 9660 CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT

1.

DO NOT ALTER PREPRINTED NAME: IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

DO NOT MARK IN THIS SPACE

PLEASE READ INSTRUCTIONS ON BACK OF FORM.

PLEASE TYPE OR USE BLACK INK WHICH WILL BE SUITABLE FOR MICROFILMING.

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

2. STREET ADDRESS OF PRINCIPAL OFFICE (IF NONE, COMPLETE 3-3B)	SUITE OR ROOM	2A. CITY AND STATE	2B. ZIP CODE
(DO NOT USE P.O. BOX NO.)			
3. MAILING ADDRESS	SUITE OR ROOM	3A. CITY AND STATE	3B. ZIP CODE

THE NAMES OF THE FOLLOWING OFFICERS ARE:

4. CHIEF EXECUTIVE OFFICER	4A. STREET ADDRESS (SEE REVERSE SIDE)	4B. CITY AND STATE	4C. ZIP CODE
5. SECRETARY	5A. STREET ADDRESS (SEE REVERSE SIDE)	5B. CITY AND STATE	5C. ZIP CODE
6. CHIEF FINANCIAL OFFICER	6A. STREET ADDRESS (SEE REVERSE SIDE)	6B. CITY AND STATE	6C. ZIP CODE

DESIGNATED AGENT FOR SERVICE OF PROCESS: (ONE AGENT IS REQUIRED BY CALIFORNIA STATUTORY PROVISION.
PLEASE READ ITEMS 7 AND 8 ON REVERSE SIDE OF FORM.)

7. NAME

8. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION

COMMON INTEREST DEVELOPMENT ASSOCIATION SECTION 1350, ET SEQ., CIVIL CODE

9. ☐ THIS CORPORATION **IS NOT** AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (IF THIS BOX IS CHECKED, PROCEED TO NUMBER 11.)

10. ☐ THIS CORPORATION **IS** AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS STIRLING COMMON INTEREST DEVELOPMENT ACT. (IF THIS BOX IS CHECKED, COMPLETE 10A AND 10B)

10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING ZIP CODE

10B. NAME AND ADDRESS OF THE MANAGING AGENT

11. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

DATE

TITLE

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

INSTRUCTIONS FOR COMPLETING STATEMENT BY DOMESTIC NONPROFIT CORPORATION

- FILING PERIOD:** All Nonprofit Corporations must file within 90 days after filing articles of incorporation. Thereafter, corporations must file annually by the end of the calendar month of the anniversary date of its incorporation, and when the agent for service of process or his/her address is changed.
- FILING FEE:** All Nonprofit Corporations must submit a ten dollar (\$10.00) filing fee with this statement. (Section 12210(B) Government Code.) Check or money order should be made payable to Secretary of State. PLEASE DO NOT SEND CASH.
- ITEMS 2—2B:** The address to be entered is the STREET address of the corporation's principal office. Enter room or suite number and ZIP code. Do not use post office box number.
- ITEMS 3—3B:** The address to be entered is the MAILING ADDRESS for the corporation.
- ITEMS 4—6C:** Complete by entering the names and complete business or residence addresses of the corporation's chief executive officer (i.e., president, chairperson or other title), secretary, and chief financial officer (i.e., treasurer, chairperson or other title). No list of additional officers should be submitted. Do not use post office numbers.
- ITEM 7:** Sections 6210 and 8210 of the Corporations Code make it mandatory that domestic Nonprofit Corporations designate an agent for service of process. An agent for service of process is one who may accept papers in case of a lawsuit against the corporation. The agent may be an individual who is an officer or director of the corporation, or any other person. The person named as agent must be a resident of California. Only one individual may be named as agent for service of process. Or, the agent may be another corporation. However, a corporation named as agent for service of process for another corporation must have on file in this office, a certificate pursuant to Section 1505, Corporations Code. The certificate is required ONLY if a corporation is named as agent for service of process for other corporations. A CORPORATION CANNOT BE NAMED AS AGENT FOR SERVICE OF PROCESS FOR ITSELF. (For example, ABC Corporation cannot name ABC Corporation as its agent for service of process.)
- ITEM 8:** If the agent is a person, enter name and complete business or residence address. If agent is another corporation, enter name of corporation only, and do not complete address portion. Only one agent for service of process is to be named.
- ITEMS 9—10B:** Section 1350, et seq., Civil Code mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to Section 1502, California Corporations Code. If the corporation was not formed to manage a common interest development the box in Item 9 is to be marked and Items 10 - 10B are to remain blank. If the corporation was formed to manage a common interest development then the box in Item 10 is to be marked. Item 10A is to be completed with the address of the business or corporate office unless the office is off-site, then Item 10 is to be completed with the nine-digit ZIP code, front street, and nearest cross street for the physical location of the common interest development. Item 10B is to be completed with the name and address of the association's managing agent (Section 1363.1, Civil Code), if any.
- ITEM 11:** Printed name and signature of corporate officer or agent are required to complete the form. Enter title and date signed.
- (NOTE) ITEM 1:** Do not alter the preprinted corporate name. If corporation name is not correct, please attach note of explanation. If space is blank enter exact corporate name and number, do not include your DBA name.
- FAILURE TO FILE THIS FORM BY THE DUE DATE IN ITEM 1 WILL RESULT IN THE ASSESSMENT OF A \$50.00 PENALTY. (Sections 6810, 8810, Corporations Code, and Section 25936, Revenue and Taxation Code.)
- NOTE:** Your canceled check is your receipt of filing. We suggest that you make a copy of this form before mailing, if you wish one for you files.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: Employer Identification Number:
xx-xxxxxxx
DLN:
xxxxxxxxxx
Contact Person:
XXXX XXXXX
Contact Telephone Number:
(XXX) XXX-XXXX
Accounting Period Ending:
March 31
Foundation Status Classification:
170 (b) (1) (A) (vi)
Advance Ruling Period Begins:
January 22, 1997
Advance Ruling Period Ends:
March 31, 2001
Addendum Applies:
None

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509 (a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509 (a) (1) and 170 (b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509 (a) (1) or 509 (a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

APPENDIX K

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

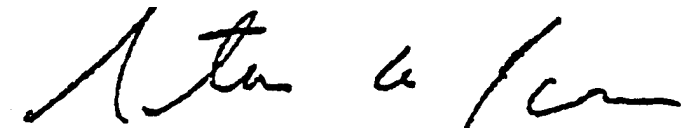
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "A. L. ...", is written over the printed name of the District Director.

District Director